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UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

U.S. DISTRICT COURT
MIDDLE DISTRICT FLORIDA
ORLANDO, FL

FEDERAL TRADE COMMISSION,

6:09-CV-2021-ORL-28-KRS

Plaintiff,

Case No. _____

v.

COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER
EQUITABLE RELIEF

JPM ACCELERATED SERVICES INC.,
a Florida corporation,

IXE ACCELERATED FINANCIAL
CENTERS LLC,
a Florida limited liability company,

IXE ACCELERATED SERVICES INC.,
a Florida corporation,

IXE ACCELERATED SERVICE CENTERS
INC., a Florida corporation,

MGA ACCELERATED SERVICES INC.,
a Florida corporation,

WORLD CLASS SAVINGS INC.,
a Florida corporation,

ACCELERATED SAVINGS INC.,
a Florida corporation,

B&C FINANCIAL GROUP INC.,
a Florida corporation,

JEANIE B. ROBERTSON,

BROOKE ROBERTSON,

IVAN X. ESTRELLA,

JAIME M. HAWLEY,

KIMBERLY NELSON,)
)
 PAIGE DENT,)
)
 ALEXANDER J. DENT,)
)
 MICHA S. ROMANO, and)
)
 ASHLEY M. WESTBROOK)
)
 Defendants.)
 _____)

Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of the FTC’s “Telemarketing Sales Rule” (“TSR”), 16 C.F.R. Part 310.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), 57b, 6102(c), and 6105(b).

3. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c), and 15 U.S.C. § 53(b).

PLAINTIFF

4. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces the Telemarketing Act, 15 U.S.C. §§ 6101-6108. Pursuant to the Telemarketing Act, the FTC promulgated and enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive telemarketing acts or practices.

5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the TSR and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A)-(B), 57b, 6102(c), and 6105(b).

DEFENDANTS

6. Defendant JPM Accelerated Services Inc. is a Florida corporation with its principal place of business at 810 N. Apollo Boulevard, Melbourne, Florida 32935. JPM Accelerated Services Inc. transacts or has transacted business in this district and throughout the United States.

7. Defendant IXE Accelerated Financial Centers LLC is a Florida limited liability company with its principal place of business at 927 Fern Street, Suite 2300, Altamonte Springs, Florida 32701. IXE Accelerated Financial Centers LLC transacts or has transacted business in this district and throughout the United States.

8. Defendant IXE Accelerated Services Inc. is a Florida corporation with its principal place of business at 927 Fern Street, Altamonte Springs, Florida 32701. IXE Accelerated Services Inc. transacts or has transacted business in this district and throughout the United States.

9. Defendant IXE Accelerated Service Centers Inc. is a Florida corporation with its principal place of business at 810 N. Apollo Boulevard, Melbourne, Florida 32935. IXE Accelerated Service Centers Inc. transacts or has transacted business in this district and throughout the United States.

10. Defendant MGA Accelerated Services Inc. is a Florida corporation with its principal place of business at 1220 Sarno Road, Melbourne, Florida 32935. MGA Accelerated Services Inc. transacts or has transacted business in this district and throughout the United States.

11. Defendant World Class Savings Inc. is a Florida corporation with its principal place of business at 810 N. Apollo Boulevard, Melbourne, Florida 32935. World Class Savings Inc. transacts or has transacted business in this district and throughout the United States.

12. Defendant Accelerated Savings Inc. is a Florida corporation with its principal place of business at 1220 E. Prospect Avenue, Suite 281, Melbourne, Florida 32901. Accelerated Savings Inc. transacts or has transacted business in this district and throughout the United States.

13. Defendant B&C Financial Group Inc. is a Florida corporation with its principal place of business at 812 N. Apollo Boulevard, Melbourne, Florida 32935. B&C Financial Group Inc. transacts or has transacted business in this district and throughout the United States.

14. Defendant Jeanie B. Robertson is the President of JPM Accelerated Services Inc. and the President of IXE Accelerated Service Centers Inc. At times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Jeanie B. Robertson resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

15. Defendant Brooke Robertson is the President of B&C Financial Group Inc. At times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Brooke Robertson resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

16. Defendant Ivan X. Estrella has been the Manager and an owner of IXE Accelerated Financial Centers LLC. At times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Ivan X. Estrella

resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

17. Defendant Jaime M. Hawley is the Manager and an owner of IXE Accelerated Financial Centers LLC. At times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Jaime M. Hawley resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

18. Defendant Kimberly Nelson is the President of IXE Accelerated Services Inc. At times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Kimberly Nelson resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

19. Defendant Paige Dent is the President of MGA Accelerated Services Inc. At times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Paige Dent resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

20. Defendant Alexander J. Dent is the Registered Agent of MGA Accelerated Services Inc. and the Secretary of B&C Financial Group Inc. At times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Alexander J. Dent resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

21. Defendant Micha S. Romano has been the President of MGA Accelerated Services Inc. and is the President of World Class Savings Inc. At times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Micha S. Romano resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

22. Defendant Ashley M. Westbrook is the President of Accelerated Savings Inc. At times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Ashley M. Westbrook resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

23. Defendants JPM Accelerated Services Inc., IXE Accelerated Financial Centers LLC, IXE Accelerated Services Inc., IXE Accelerated Service Centers Inc., MGA Accelerated Services Inc., World Class Savings Inc., Accelerated Savings Inc., and B&C Financial Group Inc. (collectively, “Corporate Defendants”) have operated as a common enterprise while engaging in the unlawful acts and practices alleged below. Corporate Defendants have conducted the business practices described below through an interrelated network of companies that are commonly controlled, share office space, and commingle funds. Because these Corporate Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below. Individual Defendants Jeanie B. Robertson, Brooke Robertson, Ivan X. Estrella, Jaime M. Hawley, Kimberly Nelson, Paige Dent, Alexander J. Dent, Micha S. Romano, and Ashley M. Westbrook have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of the Corporate Defendants that constitute the common enterprise.

COMMERCE

24. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS’ BUSINESS PRACTICES

25. Since at least 2007, Defendants have telemarketed credit card interest rate reduction services to consumers nationwide in the United States and in Canada. In many instances, Defendants’ telemarketing calls are initiated using a telemarketing service that

delivers prerecorded voice messages, known as “voice broadcasting” or “robocalling.” The prerecorded messages often offer consumers the purported opportunity to secure substantially lower credit card interest rates and instruct consumers to press a number on their phone to be connected to a live representative. Defendants also market their program via the Internet on several websites, including www.jpmasinc.com, www.mgaaservices.com, www.worldclasssavings.com, and www.acceleratedsavings.com.

26. During telemarketing calls, Defendants claim to have the ability to substantially reduce consumers’ credit card interest rates. In many instances, Defendants claim that they can obtain very low interest rates, such as 4 to 7 percent, for consumers. Defendants also often claim that their interest rate reduction services will provide substantial savings to consumers, typically \$2500 or more, in a short period of time, and will enable consumers to pay off their debt much faster, typically three to five times faster, without increasing their monthly payments.

27. In numerous instances, Defendants guarantee that if consumers do not save the promised amount of money in a short time as a result of lowered credit card interest rates, consumers will receive a full refund of the cost of Defendants’ services. Defendants claim to have a 98 percent success rate.

28. Defendants charge consumers a fee ranging from \$495 to \$995 for their services. Defendants typically place this charge on consumers’ credit cards during or immediately following the telemarketing calls. Defendants represent that the amount of the fee will be quickly offset by savings achieved through reduced interest rates.

29. After consumers pay Defendants' fee, Defendants usually send consumers forms to complete and return listing all of the consumer's credit card account information and other sensitive personal information such as date of birth and Social Security Number (or for Canadians, Social Insurance Number).

30. In some instances, after consumers complete and return Defendants' forms, Defendants initiate three-way telephone calls with the consumers and the customer service departments of the relevant credit card companies that consumers listed on the forms. These three-way telephone calls merely consist of Defendants verbally requesting (or prompting consumers to verbally request) that the credit card companies reduce the consumers' credit card interest rates. This is a task that consumers could easily perform themselves. The credit card companies typically decline the request, and the call ends. These three-way telephone calls are often the total extent of defendants' credit card interest rate reduction services.

31. In numerous instances, Defendants fail to provide consumers with the significant reductions in credit card interest rates and minimum savings that were promised during the initial telephone calls, and they typically fail to provide any reduction in consumers' credit card interest rates at all. Consequently, consumers are not able to pay their credit card debts faster than they could without Defendants' program.

32. Despite Defendants' failure to deliver on the promises made to consumers, Defendants rarely refund the fee charged to consumers for purchasing Defendants' credit card interest rate reduction services.

33. While telemarketing their program, Defendants, acting directly or through one or more intermediaries, have made numerous calls to telephone numbers on the National Do Not Call Registry (“Registry”), as well as to consumers who have previously asked Defendants not to call them again. In some instances, Defendants or their telemarketers also “spoof” their calls by transmitting phony Caller ID information so that call recipients do not know the source of the calls.

34. Since at least 2007, Defendants, acting directly or through one or more intermediaries, have made numerous outbound telemarketing calls in which they failed to connect the call to a sales representative within two (2) seconds of the call recipient’s completed greeting. Instead of connecting the call to a sales representative, Defendants, acting directly or through their telemarketers, have delivered a prerecorded voice message to the call recipient.

35. In numerous instances, Defendants, acting directly or through one or more intermediaries, have initiated telemarketing calls that failed to disclose truthfully, promptly, and in a clear and conspicuous manner to the person receiving the call: the identity of the seller; that the purpose of the call is to sell goods or services; or the nature of the goods or services. In numerous instances since December 1, 2008, Defendants, acting directly or through one or more intermediaries, have initiated prerecorded telemarketing calls to consumers that failed to promptly make such disclosures, or to immediately thereafter disclose the mechanism for asserting a Do Not Call request.

VIOLATIONS OF THE FTC ACT

36. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts or practices in or affecting commerce.”

37. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act. 15 U.S.C. § 45(a).

COUNT ONE

Misrepresentations in Violation of Section 5

38. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of Defendants’ credit card interest rate reduction program, Defendants have represented, directly or indirectly, expressly or by implication, that:

- A. Defendants will substantially lower consumers’ credit card interest rates in all or virtually all instances;
- B. Defendants will save consumers thousands of dollars in a short time in all or virtually all instances as a result of lowered credit card interest rates;
- C. Defendants will enable consumers to pay off their debts much faster, typically three to five times faster, in all or virtually all instances, as a result of lowered credit card interest rates; and
- D. Defendants will provide full refunds if consumers do not save thousands of dollars in a short time as a result of lowered credit card

interest rates.

39. In truth and in fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 38 of this Complaint:

- A. Defendants did not substantially lower consumers' credit card interest rates;
- B. Defendants did not save consumers thousands of dollars in a short time as a result of lowered credit card interest rates;
- C. Defendants did not enable consumers to pay off their debts much faster, typically three to five times faster, as a result of lowered credit card interest rates; and
- D. Defendants did not provide full refunds when consumers did not save thousands of dollars in a short time as a result of lowered credit card interest rates.

40. Therefore, Defendants' representations as set forth in Paragraph 38 of this Complaint are false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

THE TELEMARKETING SALES RULE

41. Congress directed the FTC to prescribe rules prohibiting abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15 U.S.C. §§ 6101-6108. The FTC adopted the original Telemarketing Sales Rule in 1995, extensively amended it in 2003, and amended certain provisions thereafter. 16 C.F.R. Part 310.

42. Defendants are “seller[s]” or “telemarketer[s]” engaged in “telemarketing,” and Defendants have initiated, or have caused telemarketers to initiate, “outbound telephone calls” to consumers, as those terms are defined in the TSR, 16 C.F.R. § 310.2(u), (z), (bb), and (cc).

43. The TSR prohibits telemarketers and sellers from misrepresenting, directly or by implication, in the sale of goods or services, any material aspect of the performance, efficacy, nature, or central characteristics of the goods or services that are the subject of a sales offer. 16 C.F.R. § 310.3(a)(2)(iii).

44. The TSR prohibits sellers and telemarketers from misrepresenting, directly or by implication, in the sale of goods or services, any material aspect of the nature or terms of the seller’s refund, cancellation, exchange, or repurchase policies. 16 C.F.R. § 310.3(a)(2)(iv).

45. The TSR requires telemarketers in an outbound telephone call to disclose truthfully, promptly, and in a clear and conspicuous manner, the following information:

- A. The identity of the seller;
- B. That the purpose of the call is to sell goods or services; and
- C. The nature of the goods or services.

16 C.F.R. § 310.4(d)(1), (2), and (3).

46. Since December 1, 2008, the TSR has prohibited a telemarketer from engaging, and a seller from causing a telemarketer to engage, in initiating an outbound telephone call that delivers a prerecorded message unless the message promptly discloses:

- A. The identity of the seller;
- B. That the purpose of the call is to sell goods or services; and
- C. The nature of the goods or services.

16 C.F.R. § 310.4(b)(1)(v)(B)(ii).

47. The TSR also prohibits sellers and telemarketers from initiating an outbound telephone call to any person when that person previously has stated that he or she does not wish to receive an outbound telephone call made by or on behalf of the seller whose goods or services are being offered. 16 C.F.R. § 310.4(b)(1)(iii)(A).

48. The TSR also prohibits sellers and telemarketers from “abandoning” any outbound telephone calls. 16 C.F.R. § 310.4(b)(1)(iv). An outbound telephone call is “abandoned” if a person answers it and the telemarketer does not connect the call to a sales representative within two (2) seconds of the person’s completed greeting. *Id.*

49. In addition, the TSR, as amended in 2003, establishes a “do-not-call” registry (the “National Do Not Call Registry” or “Registry”), maintained by the FTC, of consumers who do not wish to receive certain types of telemarketing calls. Consumers can register their telephone numbers on the Registry without charge either through a toll-free telephone call or over the Internet at www.donotcall.gov.

50. Since October 17, 2003, sellers and telemarketers have been prohibited from calling numbers on the Registry. 16 C.F.R. § 310.4(b)(1)(iii)(B).

51. Since January 29, 2004, sellers and telemarketers have been prohibited from failing to transmit or cause to be transmitted the telephone number, and, when made

available by the telemarketer's carrier, the name of the telemarketer, to any caller identification service in use by a recipient of a telemarketing call. 16 C.F.R. § 310.4(a)(7).

52. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the TSR constitutes an unfair or deceptive act or practice in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE TELEMARKETING SALES RULE

COUNT TWO

Misrepresentations in Violation of the TSR

53. In numerous instances, in the course of telemarketing goods and services, Defendants have misrepresented, directly or by implication, that:

- A. Defendants will substantially lower consumers' credit card interest rates in all or virtually all instances;
- B. Defendants will save consumers thousands of dollars in a short time in all or virtually all instances as a result of lowered credit card interest rates; and
- C. Defendants will enable consumers to pay off their debts much faster, typically three to five times faster, in all or virtually all instances, as a result of lowered credit card interest rates.

54. Defendants' acts and practices, as described in Paragraph 53 above, are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(a)(2)(iii).

COUNT THREE

Refund Misrepresentations in Violation of the TSR

55. In numerous instances, in the course of telemarketing goods and services, Defendants have misrepresented, directly or by implication, that Defendants will provide full refunds if consumers do not save thousands of dollars in a short time as a result of lowered credit card interest rates.

56. Defendants' acts and practices, as described in Paragraph 55 above, are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(a)(2)(iv).

COUNT FOUR

Violating the National Do Not Call Registry

57. In numerous instances, in connection with telemarketing, Defendants have engaged, or caused a telemarketer to engage, in initiating an outbound telephone call to a person's telephone number on the National Do Not Call Registry in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B).

COUNT FIVE

Failing to Honor Do Not Call Requests

58. In numerous instances, in connection with telemarketing, Defendants have engaged, or caused a telemarketer to engage, in initiating an outbound telephone call to a person who previously has stated that he or she does not wish to receive an outbound telephone call made by or on behalf of Defendants, in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(A).

COUNT SIX

Abandoning Calls

59. In numerous instances, in connection with telemarketing, Defendants have abandoned, or caused a telemarketer to abandon, an outbound telephone call by failing to connect the call to a sales representative within two (2) seconds of the completed greeting of the person answering the call, in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iv).

COUNT SEVEN

Failing to Transmit Caller Identification

60. In numerous instances, in connection with telemarketing, Defendants have failed to transmit, or have caused telemarketers to fail to transmit, the telephone number and name of the telemarketer or of Defendants to any caller identification service in use by a recipient of a telemarketing call, in violation of the TSR, 16 C.F.R. § 310.4(a)(7).

COUNT EIGHT

Failing to Make Required Oral Disclosures

61. In numerous instances, in the course of telemarketing goods and services, Defendants have made or caused telemarketers to make outbound telephone calls in which the telemarketer failed to disclose promptly and in a clear and conspicuous manner to the person receiving the call:

- A. The identity of the seller;
- B. That the purpose of the call is to sell goods or services; or
- C. The nature of the goods or services.

62. Defendants' practice, as alleged in Paragraph 61 above, is an abusive telemarketing practice that violates the TSR, 16 C.F.R. § 310.4(d).

COUNT NINE

Initiating Unlawful Prerecorded Messages

63. In numerous instances, on or after December 1, 2008, in the course of telemarketing goods and services, Defendants have initiated, or caused a telemarketer to initiate, outbound telephone calls delivering prerecorded messages that, in violation of § 310.4(b)(1)(v)(B)(*ii*), do not promptly disclose the identity of the seller, that the purpose of the call is to sell goods or services, or the nature of the goods or services.

CONSUMER INJURY

64. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act and the TSR. In addition, Defendants have been unjustly enriched as a result of their unlawful acts and practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT'S POWER TO GRANT RELIEF

65. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies,

to prevent and remedy any violation of any provision of law enforced by the FTC.

66. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the TSR, including the rescission or reformation of contracts, and the refund of money.

PRAYER FOR RELIEF

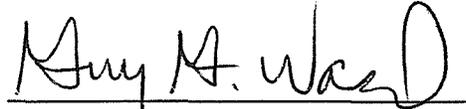
Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), and the Court's own equitable powers, requests that the Court:

1. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including but not limited to, temporary and preliminary injunctions, an order freezing assets, immediate access, and the appointment of a receiver;
2. Enter a permanent injunction to prevent future violations of the FTC Act and the TSR by Defendants;
3. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the TSR, including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and

4. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Respectfully Submitted,

WILLARD K. TOM
General Counsel



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Dated: November 30, 2009

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FEDERAL TRADE COMMISSION